



**COOPERATIVE FIRE PROTECTION AGREEMENT**  
**(For Incident Management Team Members & Miscellaneous Overhead Only)**  
**Between The**  
**ROSEVILLE FIRE DEPARTMENT**  
**And The**  
**U.S. Forest Service**  
**TAHOE NATIONAL FOREST**

This COOPERATIVE FIRE PROTECTION AGREEMENT is made and entered into by and between the Roseville Fire Department, hereinafter referred to as the Department, and the USDA, Forest Service Tahoe National Forest, hereinafter referred to as the "U.S. Forest Service," under the authority and provisions of: Reciprocal Fire Protection Act of May 27, 1955 (42 U.S.C. 1856a), Granger-Thye Act of April 24, 1950 (16 USC 572), and Cooperative Funds and Deposits Act of December 12, 1975, P. L. 94-148, (16 U.S.C. 565a1 – a3), as amended by the Consolidated Appropriations Act of 2008 P. L. 110-161 and the Omnibus Public Lands Act, P.L. 111-11, Sec 3001

## **I. PURPOSE**

The purpose of this Agreement is to provide for joint participation in Incident Management Teams and to provide other miscellaneous overhead positions to support incidents

## **II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS**

The U.S. Forest Service has the responsibility for prevention, protection and suppression of wildland fires on National Forest administered lands, and on adjacent or intermingled State and private forested lands as identified through written agreement.

It is mutually advantageous, and in the public interest, for the Parties to coordinate their efforts through participation on Incident Management Teams. Familiarity gained with the Incident Command System (ICS) will institutionalize large incident management techniques across Federal, State and local municipalities so that there will be seamless transitioning between various entities providing emergency services management. It is also mutually advantageous for both Parties to provided support and participate in non-fire emergencies.

## **III. GENERAL PROVISIONS**

1. **ANNUAL OPERATING PLANS** The Parties will meet annually, prior to the initiation of fire season, to review and update, the Annual Operating Plan (AOP). This AOP will specifically identify individuals assigned to Incident Management Teams. Other individuals and/or fire overhead positions may be identified as well for those who will be available for assignments to support incidents. Specific areas to be



addressed in the AOP are (1) current rates for use of Fire Department personnel, (2) lists of principal personnel, (3) dispatching procedures, and any other items identified in this Agreement as necessary for efficient implementation. The AOP, as it may be updated from time to time, shall become attached to and made a part of this Agreement.

2. **PROTECTING PARTY:** The party responsible for providing direct fire protection in a given area pursuant to this Agreement.
3. **SUPPORTING PARTY:** The party providing resources to the Protecting Party.
4. **REQUESTED ASSISTANCE** Outside Initial Attack areas, when requested by the Protecting Party, the Supporting Party will, within their capability, provide initial action or other support on wildland fires. Such requested assistance is reimbursable.
5. **ASSISTANCE BY HIRE** Assistance by Hire is the provision of fire suppression resources, by one to another, on a reimbursement basis. All requests for Assistance by Hire must be clear and precise and shall be processed and recorded through the dispatching systems of the Parties. Requests not processed in this manner will not be reimbursable. Personnel, equipment, supplies or services provided by the Supporting Party and essential to filling the resource order, which are necessary and reasonable, shall be considered as reimbursable as Assistance by Hire. The Department may provide out-of-state assistance to the U.S. Forest Service when requested. Such assistance will be Assistance-by-Hire unless otherwise specified as mutual aid in the current AOP.
6. **REPLACEMENT OF FIRE SUPPLIES** Replacement of Party-owned supplies that are lost, damaged, or expended may be re-supplied at the incident prior to demobilization and according to established procedures. Items not available at the incident will be documented and an "S" number will be issued to authorize replacement after the resource leaves the incident.
7. **EQUIPMENT** The Supporting Party is responsible for the operation, service, and repair of their equipment. The Protecting Party shall pay or reimburse for damages in excess of normal wear and tear, and shall replace or reimburse items lost or destroyed, except for damages occurring as a result of negligence by the Supporting Party.
8. **TRAINING** The Parties will cooperate to insure that jointly provided training will produce safe and effective fire and aviation programs. The intent is to provide high quality training that will minimize training costs by sharing of resources, standardization of courses, improve firefighting efficiency and safety. Training also includes participation of fire team members at annual Incident Management Team meetings so members can maintain competency for their specific positions. Each Party will bear the cost of training for their respective employees unless specifically addressed in the AOP.



9. **FIRE TRAINING CENTERS** The Parties agree to reimburse (or bill) for fire training rendered at training center(s). Billing and reimbursement procedures for this training will use the process identified at the respective fire training facility. Reimbursement and billing arrangements for the rent of either Party's training facilities is also considered part of this Agreement and billings will also be processed as identified by each training facility.
10. **BILLING PROCEDURES** The Supporting Party will bill the Protecting Party for actual costs incurred for Assistance by Hire. Reimbursements will be limited to the provisions of the Agreement and the applicable AOP, regardless of whether or not it is authorized on the Resource Order or other documentation produced by the incident.

Reimbursable costs may include transportation, salary, overtime, and per diem of Supporting agency personnel. Rates and conditions of use for the equipment and personnel are documented in the AOP.

Parties shall submit a bill within 90 days of the incident.

Parties must use their own invoice form for billing under this Agreement to avoid any confusion with other services that may have been ordered under other agreements(s). Invoices must identify Supporting Party's name, address, and Taxpayer Identification Number (Department only), fire name, order and request number, and bill number and amount. Invoice supporting documentation must include description of services performed, period of services performed, and any applicable cost share agreements. Supporting documentation will itemize details of billing, listing personnel, equipment, travel and per diem, supplies and purchases as approved in the attached AOP. It will also include itemized deductions for maintenance and repair of equipment.

Department invoices will include "Record of Activities" (FSLA-5). Reference Exhibit C.

Invoices for services under this agreement must be sent to:

U.S. Forest Service
Name: USFS Tahoe National Forest
Address: 13120 Loma Rica Drive
City, State, Zip: Grass Valley CA, 95945
Telephone: 530-478-6111
FAX: 530-477-5203
Email: <a href="mailto:csnider@fs.fed.us">csnider@fs.fed.us</a>



Bills will have a payment due date 30 days upon receipt.

Contested Billings: Written notice that a bill is contested will be mailed to the Party within 30 days of receipt of the invoice and will fully explain the contested items. Contested items should be resolved no later than 60 days following receipt of the written notice. Parties are responsible for facilitating resolution of contested billings.

Billing requirements and rates are documented in the attached AOP.

11. **NATIONAL EMERGENCIES** The Parties to this Agreement may respond upon request to National declared emergencies providing there are no statutory prohibitions against such use.
12. **EMPLOYMENT POLICY** Employees of the Parties to this Agreement shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of incident location, and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment.
13. **EXAMINATION OF RECORDS** Each Party shall give the other, or their authorized representative, access to, and the right to examine all records, books, papers and documents related to this Agreement as provided by the Freedom of Information Act (FOIA) and Privacy Act. Parties shall make supporting documents available for a period of 5 years after final payment.
14. **FUNDING LIMITATION** Nothing herein shall be considered as obligating either Party to expend, or as involving either in any contract or other obligation for the future payment of, money in excess of funding approved and made available for payment under this Agreement and any modification thereto.
15. **NATIONAL INTERAGENCY INCIDENT MANAGEMENT SYSTEM** The Parties to this Agreement will operate under the concepts defined in the National Interagency Incident Management System (NIMS) including: Incident Command System (ICS), qualifications system, certification system, training system, the management of publications, and participate in the review, exchange, and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this Agreement.
16. **FIREFIGHTER & OVERHEAD QUALIFICATIONS** U.S. Forest Service agrees to send qualified personnel who meet all the position requirements specified in FSH 5109.17 (meets or exceeds PMS 310-1) to any Department incident. The Department agrees to send qualified personnel who meet the training and qualification standards specified in National Wildfire Coordinating Group's (NWCG) PMS 310-1 to any U.S. Forest Service incident, IMT assignment or overhead request.



17. **PERSONAL PROTECTIVE EQUIPMENT** The Parties agree to provide their respective responding personnel with approved personal protective equipment (PPE) suitable for the assignment. In the case of U.S. Forest Service resources, NFPA standards apply in wildland fire situations. In the case of Department resources NFPA or CAL OSHA, title 8 specifications meet the requirement. At no time will personnel respond without the approved PPE.
18. **WAIVER OF CLAIMS AGAINST THE PARTIES** The Department and U.S. Forest Service hereby waive all claims between and against each other for compensation for loss, damage, and personal injury, including death, to each other's property, employees, agents, and contractors occurring in the performance of this agreement.
19. **NONDISCRIMINATION** The Parties shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
20. **FREEDOM OF INFORMATION ACT (FOIA)** Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
21. **DEBT COLLECTION IMPROVEMENT ACT** The Department shall furnish their tax identification number (TIN) upon execution of this Agreement. The Department may wish to enroll in the Automatic Deposit program. Information concerning this program can be found at: [www.nfc.usda.gov/dcia/eftweb.htm](http://www.nfc.usda.gov/dcia/eftweb.htm).
- 21. DUNS NUMBER** The cooperator shall furnish their DUNS number upon execution of this instrument. You may obtain a DUNS number by contacting Dun and Bradstreet at 800-234-3867 or 866-794-1580. A DUNS number will be provided immediately by telephone at no charge.
22. **ELECTRONIC FUNDS TRANSFER (EFT)** The recipient/cooperator shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with US Treasury Regulations, Money and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT to the maximum extent possible. A waiver may be requested and payments received by check by certifying in writing that one of the following situations apply:
1. The payment recipient does not have an account at a financial institution.
  2. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving a check.



3. The payment recipient has a physical or mental disability, or a geographic, language, or literacy barrier.

In order to receive EFT payments the recipient/cooperator shall register in the Central Contractor Registry (CCR). You may register by going to [www.ccr.gov](http://www.ccr.gov) and following the instructions provided online. For assistance, contact the CCR Assistance Center at 888-227-2423 or 269-961-4725

23. **PREVIOUS AGREEMENTS CANCELED** This Agreement supersedes and cancels any prior Cooperative Fire Protection Agreement between the Parties.
24. **TERMINATION** Both Parties retain the right to terminate their participation under this Agreement by providing 30 days written notice to the other Party.
25. **MODIFICATIONS** Modifications within the scope of the instrument must be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
26. **COMMENCEMENT/EXPIRATION DATE** This instrument is executed as of the date of last signature and is effective for five years from that date, at which time it will expire unless extended.
27. **ALTERNATE DISPUTE RESOLUTION** In the event of any issue of controversy under this Agreement, the PARTIES may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.
28. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Marcus O. Reed 401 Oak Street Roseville, CA 95678 Telephone: 916-774-5825 FAX: 916-774-5810 Email: <a href="mailto:cbaker@roseville.ca.us">cbaker@roseville.ca.us</a>	Katrina Rostam 401 Oak Street Roseville, CA 95678 Telephone: 916-774-5848 FAX: 916-774-5810 Email: <a href="mailto:krostam@roseville.ca.us">krostam@roseville.ca.us</a>





USDA, Forest Service

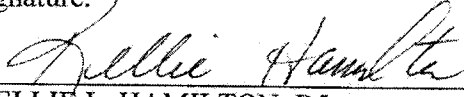
OMB 0596-0217  
FS-1500-7**Principal U.S. Forest Service Contacts:**

U.S. Forest Service Program Contact	U.S. Forest Service Administrative Contact
Richard Herrera Jr. 631 Coyote Street Nevada City CA, 95959 Telephone: 530-478-6264 FAX: 530-478-6109 Email: rherrera01@fs.fed.us	John Hefner 631 Coyote Street Nevada City, CA 95959 Telephone: 530-478-6828 FAX: 530-478-6109 Email: jvhfener@fs.fed.us

1. **AUTHORIZED REPRESENTATIVES.** By signature below, each Party certifies that the individuals listed in this document as representatives of the individual Parties are authorized to act in their respective areas for matters related to this instrument. In witness whereof, the Parties hereto have executed this instrument as of the last date written below.

 MARCUS O. REED, Fire Chief Roseville Fire Department	5/16/12 Date
 TOM QUINN, Forest Supervisor U.S. Forest Service, Tahoe National Forest	5/23/12 Date

The authority and format of this instrument have been reviewed and approved for signature.

  
 KELLIE L. HAMILTON, R5  
 U.S. Forest Service Grants & Agreements Specialist

5/8/12  
 Date



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



**Exhibit A  
2012**

**ANNUAL OPERATING PLAN  
FOR COOPERATIVE FIRE PROTECTION AGREEMENT  
(For Incident Management Team Members & Miscellaneous Overhead Only)  
Between  
ROSEVILLE FIRE DEPARTMENT  
and  
U.S. Forest Service  
TAHOE NATIONAL FOREST**

**ANNUAL OPERATING PLAN**

The PARTIES will meet annually, prior to the initiation of fire season to review and update, if necessary, the Annual Operating Plan (AOP). This annual review will be documented by signing and dating the review block on the signature page of this AOP. This AOP may specifically identify individuals assigned to Incident Management Teams (IMT). Other individuals and/or fire overhead positions may be available for assignments to support an incident. Specific areas to be addressed in this AOP are (1) rates for use of Department personnel, (2) lists of principal personnel, (3) dispatching procedures, and any other items identified in the Agreement as necessary for efficient implementation. This AOP takes effect on the date of the last signature and will remain in effect until superseded by a new AOP or upon expiration of the agreement.

**COMMUNICATIONS AND FREQUENCY MANAGEMENT**

The Parties agree to utilize the frequencies assigned by the Emergency Command Centers for the management of an incident. This includes the assigned Command and Tactical Frequencies. In the case where the Parties' administrative frequencies have not been assigned for those purposes, the use of those frequencies must be temporarily suspended. While away from the home geographic area and traveling to and from an incident, the Parties agree to suspend the use of their respective pre-assigned frequencies. These frequencies are licensed through the Federal Communications Commission for specific geographic areas and are not to be used outside those areas. Family recreational "walkie-talkie" type radios are prohibited from use while traveling to and from an incident or while on any federal incident.

## **ICS QUALIFIED LIST AND IMT PERSONNEL**

The list of qualified personnel is maintained by the Party's Dispatch Center. The resources may be available on an Assistance-by-Hire basis depending on the Party's drawdown and commitments.

## **THE USE OF TRAINEES**

Both Parties agree to the use of trainees when practical; however, the automatic dispatch of or use of trainees will not occur without prior approval of the hosting unit or Incident Commander. Department trainees identified in the IMT Priority Trainee lists are pre-approved. The Forest Service agrees to pay for the Department's trainees that are pre-approved and/or attached to a Type 1 or Type 2 IMT.

All other Department trainees that are not pre-approved will be the cost responsibility of the Department when assigned to incidents.

## **REIMBURSEMENT RATES AND METHODOLOGY**

Reimbursement for personnel will be based on personnel rates on file with the California Emergency Management Agency (Cal EMA) at the time of the incident and reimbursement methodologies outlined in the California Fire Assistance Agreement (CFAA).

The Department and Forest Service acknowledge the special legal requirements of each Party to provide backfill coverage (to respond to subsequent emergencies) that becomes necessary as a result of the execution of the Agreement. Actual costs associated with backfill needs are not reimbursable. Reimbursement rates and methods under the CFAA are designed to provide financing for backfill needs.

Personnel that routinely respond to emergencies (Chief Officers, Company Officers, and Firefighters) will be reimbursed portal to portal for time committed to the incident. All other personnel (civilian) will be reimbursed for actual time worked on the incident unless there is a MOU or governing body resolution that dictates the specific position is to be reimbursed portal to portal for the time committed to an emergency incident. The MOUs or resolutions must not be contingent on this agreement or executed on the sole basis that there is reimbursement from the federal or state agency. Firefighters also include crew members, helicopter pilots and dozer operators

Reimbursement for equipment will be based on the CFAA Rate Letter applicable at the time of the incident. The Protecting Party will provide fuel and lubricants while the equipment is on the incident. The Supporting Party will provide fuel and lubricants while the equipment is en route to the incident and while returning to the home unit. The Protecting Party shall pay or reimburse for damages in excess of normal wear and tear, and shall replace or reimburse items lost or destroyed, except for damages occurring as a result of negligence by the Supporting Party.

An Administrative Rate can be added to the total of the personnel, support equipment, and other approved reimbursements. The current standard Administrative Rate is 10% unless the Department has submitted an agency specific administrative rate to Cal EMA under the CFAA. The rate on file with Cal EMA at the time of the incident will be used.

The Department will prepare a FSLA-5 (Record of Activities). The FSLA-5 and supporting documentation is the basis for reimbursement and invoice preparation. This form is provided by the Forest Service and is attached as Exhibit C to this agreement. The form FSLA-5 must be signed by a responsible officer of the Department and by the Forest Service Incident Commander or Finance Chief and attached to the invoice.

For Reimbursement under the terms of this agreement all resource orders must be dispatched and processed by the TAHOE National Forest Emergency Communication Center. Any request not dispatched or processed by this ECC will not be reimbursed under this local agreement.

#### **WHERE TO SEND REIMBURSEMENT INVOICES**

Invoices for services under this agreement must be sent to:

<b>U.S. Forest Service</b>
Name: USFS Tahoe National Forest
Address: 13120 Loma Rica Drive
City, State, Zip: Grass Valley CA, 95945
Telephone: 530-478-6111
FAX: 530-477-5203
Email: csnyder@fs.fed.us

### **ITEMS NOT REIMBURSABLE**

The following items are not reimbursable in the execution of this Agreement and are considered standard personal support supply/equipment.

- Incident position support kits
- Calculators
- Computers
- Printers
- GPS units
- Cell phones (except as provided below)
- Personal telephone charges
- Support items normally available in Supply Unit, e.g. tents, sleeping bags, pads, water coolers, etc.

Costs of agency cell phones in excess of normal monthly charges are reimbursable when supported by cell phone provider bills.

### **DURATION OF ASSIGNMENTS**

Consideration must be given to the health and safety of personnel when assigned to fires of long duration. It is agreed that duration of assignments is dictated by each Party's policy. Extension of assignments beyond the Supporting Party's policy may be requested. It is the responsibility of the Protecting Party to request relief personnel in advance of the Supporting Party's policy time limit. The Protecting Party is further responsible for the transportation costs of moving personnel to the fire and returning those relieved personnel back to their home stations. In all cases, the Department and Forest Service agree that their Incident Commanders will release suppression resources to their primary mission responsibilities as soon as priorities allow. The National Wildfire Coordinating Group (NWCG) has established guidelines for the length of assignments for resources and personnel who accept out of state assignments. Personnel who accept assignments out of the state are expected to adhere to the guidelines identified by NWCG. For incidents within the state, there is a required 7 day minimum commitment. Both Parties agree to honor the minimum length of assignments guidelines.

## REST AND RECUPERATION



The National Wildfire Coordinating Group (NWCG) establishes Rest and Recuperation (R & R) guidelines that govern R & R on all Federal incidents. These guidelines may change throughout the year depending on fire activity and physical condition of fire resources. Department personnel assigned to a Forest Service incident may be given R & R during the incident in which case the R & R is in pay status and charged against the incident. However, if the Department wishes to grant their personnel R & R upon their return to home, the R & R is not compensable under the terms of this agreement.

## POSSESSION OF AGREEMENT AND AOP ON INCIDENTS


On incidents, the Supporting Party shall furnish the Protecting Party, upon demand, a signed copy of the Agreement and current AOP.

## APPROVAL:

IN WITNESS WHEREOF, the PARTIES have executed this Annual Operating Plan as of the last date written below:

 MARCUS O. REED, Fire Chief Roseville Fire Department	5/16/12 Date
 TOM QUINN, Forest Supervisor U.S. Forest Service, Tahoe National Forest	5/23/12 Date

The authority and format of this instrument have been reviewed and approved for signature.

 KELLI L. HAMILTON, R5	5/8/12 Date
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U.S. Forest Service Grants & Agreements Specialist



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